

STATE OF SOUTH CAROLINA)
COUNTY OF Greenwood)

MORTGAGE OF REAL ESTATE

SC HOUSING CORP.

Acting Through

**SOUTH CAROLINA STATE HOUSING FINANCE AND
DEVELOPMENT AUTHORITY'S SOUTH CAROLINA HOMEOWNERSHIP AND
EMPLOYMENT LENDING PROGRAM
300-C Outlet Pointe Boulevard,
Columbia, South Carolina 29210**

TO ALL WHOM THESE PRESENTS MAY CONCERN:

Berriman O Bagwell and Julie P Bagwell, (hereinafter referred to as "Mortgagor"),

SENDS GREETINGS:

WHEREAS, Berriman O Bagwell and Julie P Bagwell, (hereinafter referred to as "Mortgagor"), in and by a certain Promissory Note in writing of even date with these presents, is well and truly indebted to SC Housing Corp., (hereinafter referred to as "Lender"), in the full and just sum not exceeding \$36,000.00, or so much thereof as may be outstanding from time to time (the "Loan"), with interest from the date hereof at the rate set forth in said Note, the final maturity of which said Note is 5 years after the date of its execution, and the terms of said Note are incorporated herein by reference. The said Promissory Note and any extensions, renewals, modifications, or substitutions of the same is referred to as the "Note".

THIS IS A FUTURE ADVANCE MORTGAGE. THE MAXIMUM PRINCIPAL AMOUNT THAT MAY BE SECURED BY THIS MORTGAGE IS \$36,000.00.

NOW, THEREFORE, KNOW ALL MEN, THAT, in consideration of the Loan, to induce the Lender to make the Loan, and to secure the prompt payment of same, with the interest thereon, and further to secure the performance of the covenants, conditions and agreements hereinafter set forth, the Mortgagor has this day executed other Loan Documents and Mortgagor hereby does irrevocably grant, bargain, sell, alien, remise, release, confirm and convey to Lender, its successors and assigns, the following described property (which is referred to herein as the "Property") described in the attached Exhibit A which is incorporated into this Mortgage by reference with all estates, rights, members, titles, interest, privileges, tenements, hereditaments, and appurtenances whatsoever in any way belonging, relating or appertaining to any of the property, and the reversion and reversions, remainders, rents, issues, profits thereof, and all the estate, right, title, interest, property, possession, claim and demand whatsoever at law

KPG
J.P.B.
BOB
[Signature]

EXHIBIT A

PROPERTY DESCRIPTION

All that certain piece, parcel, or tract of land, with any and all improvements thereon, situate, lying and being near the Town of Ninety Six, in the County of Greenwood, State of South Carolina, containing One and nine/one-hundreths (1.09) acres, more or less, and being shown and described on a plat entitled "Lot Cut Off Julian P. Pratt Property . . . To Be Deeded to Berriman and Julie Bagwell", prepared by Samuel J.B. Hill, Jr., surveyor, dated June 2, 1992, and recorded in Plat Book 69 at Page 81, in the Office of the Clerk of Court for Greenwood County. According to the aforesaid plat, which is incorporated herein by reference for a more complete and accurate description, said tract of land fronts and is bounded on the Southeast by Poplar Hill Road for a distance of Ninety-eight and three/tenths (98.3') feet; is bounded on the Northeast by other property of Julian P. Pratt for a distance of Three Hundred Fifty-six and No/100 (356.00') feet; is bounded on the Northwest, or rear, by other property of Julian P. Pratt for a distance of One Hundred Sixty-six and No/100 (166.00') feet; and is bounded on the Southwest by other property of Julian P. Pratt for a distance of Three Hundred Sixty-eight and 85/100 (368.85') feet.

This is the same property conveyed to Berriman O. Bagwell and Julie P. Bagwell by Deed of Julian P. Pratt, dated June 21, 1992 and recorded on June 25, 1992 in Deed Book 371, at Page 958 at the Office of the Clerk of Court for Greenwood County, South Carolina

Tax Map No.: 6884-699-963

Property Address: 206 Poplar Hill Road, Ninety Six, SC 29666

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and in equity of the Mortgagor of, in and to the same, including but not limited to the other rights herein enumerated,

TO HAVE AND TO HOLD the Property and all parts thereof unto Lender and to its successors and assigns forever, subject to the terms and conditions herein contained.

PROVIDED ALWAYS, nevertheless, and it is the true intent and meaning of Mortgagor and Lender, that these presents are upon the condition that, if the Mortgagor shall pay or cause to be paid to the Lender the principal and interest payable in respect to the Note, at the times and in the manner stipulated therein and herein, and shall keep, perform and observe all and singular the covenants and promises in the Note, this Mortgage, and in all of the other Loan Documents, and any renewal, extension or modification thereof, expressed to be kept and performed on the part of the Mortgagor, then this Mortgage, and all the properties, interest and rights hereby granted, bargained, and sold shall cease, determine and be void, but shall otherwise remain in full force and effect.

IT IS AGREED that Mortgagor shall be entitled to hold and enjoy the Property until a default as herein defined has occurred.

In addition to covenants contained elsewhere herein, the Mortgagor covenants and agrees with the Lender as follows:

1. To pay and perform all indebtedness and obligations that are secured by this Mortgage in accordance with its terms.
2. The Mortgagor covenants that it is lawfully seized of an indefeasible estate in fee simple in the Property hereby Mortgaged and that Mortgagor shall and will warrant and forever defend the title thereto unto the Lender, its successors and assigns, against the claims of all persons whomsoever.
3. The Mortgagor will pay before the same become delinquent or subject to interest or penalties, all taxes, assessments, water rates, and all other charges and encumbrances which now are or shall hereafter be or appear to be a lien upon the Property (unless otherwise agreed to in writing), and that in default thereof, the Lender may, without demand or notice, pay the said taxes, assessments, charges or encumbrances, and pay such sum of money as the Lender may deem to be necessary therefore, and shall be the sole judge of the legality or validity thereof and of the amount necessary to be paid in satisfaction thereof.
4. The Mortgagor will keep the improvements now existing or hereafter erected on the Property insured against loss by fire and such other hazards, casualties, and contingencies as may be stipulated by the Lender, unless otherwise agreed in writing.
5. The Mortgagor will not permit or commit any waste on the Property and will keep the buildings thereon and all equipment therein mortgaged, if any, in good repair, and promptly comply with all laws, ordinances, regulations, and requirements of any governmental body affecting the Property, and should the Property or any part thereof require inspections, repair, care, or attention of any kind or nature not provided by the Mortgagor, the Lender, being hereby made sole judge of the necessity therefore may, after notice to the Mortgagor, enter or cause entry to be made on the Property, and inspect, repair, protect, care for or maintain the Property as

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the Lender may deem necessary, and may pay such sum of money as the Lender may deem necessary therefore and shall be the sole judge of the amount necessary to be paid.

6. The Mortgagor will pay or reimburse the Lender for all reasonable attorney's fees, costs and expenses incurred by the Lender in any proceeding or in any action, or dispute of any kind in which the Lender is made a party, or appears as party plaintiff or defendant, affecting the Note, Mortgage, and other Loan Documents, Mortgagor or Property, including but not limited to the foreclosure of this Mortgage, insolvency, bankruptcy, and condemnation action involving the Property, or any action to protect the security hereof and in any situation where Lender employs an attorney to protect the Lender's rights hereunder, whether or not legal proceedings are commenced or involved; and any such amounts paid by the Lender shall be added to the indebtedness and secured by the lien of this Mortgage.

7. If the Mortgagor is in default after notice as provided in the Note, the Lender may, as its continuing option, and without additional notice to or demand upon the Mortgagor:

- (a) Declare any or all indebtedness secured by this Mortgage to be due and payable immediately;
- (b) Bring an action at law or in equity to foreclose this Mortgage or to enforce its provisions or any of the indebtedness or obligations secured by this Mortgage; and/or
- (c) Cause any or all of the Property to be sold at public auction in any manner permitted by law.

8. If all or any part of the Property or an interest therein is sold or transferred by the Mortgagor, excluding (a) the creation of a lien or encumbrance subordinate to this mortgage, (b) the creation of a purchase money security interest for household appliances, (c) a transfer by device, descent or by operation of law upon the death of a joint tenant, all sums secured by this Mortgage shall become immediately due and payable.

9. In the event the Mortgagor defaults in any payment of any other Mortgage or lien secured by the Mortgage and Property, the Lender may, at its option, declare the entire balance of principal and interest due and payable and may foreclose this Mortgage immediately whether or not the payments provided herein are past due or unpaid. The failure of the Lender to exercise its option under this paragraph as to any default shall not be a waiver of its right to exercise its option under this paragraph in the event of any subsequent default.

KPG
J.P.B.
B.B.
[Signature]

IN WITNESS WHEREOF, the undersigned Mortgagor has caused this instrument to be executed
this 19th day of Feb, 2015.

IN THE PRESENCE OF:

Leslie Ragsdale Fish
Witness
Leslie Ragsdale Fish

K.P. Jeff
Witness
Karen P. Jefferson

Witness

Berriman O Bagwell
Berriman O Bagwell

Julie P. Bagwell
Julie P Bagwell

STATE OF SOUTH CAROLINA)

COUNTY OF Greenwood)

PROBATE

PERSONALLY appeared before me the undersigned witness, who on oath states that (s)he saw Berrian O Bagwell and, sign, seal and as his/her act and deed deliver the foregoing written instrument, and that (s)he with the other witnesses subscribed above witnessed the execution thereof.

SWORN TO before me this 19th
day of Feb., 2015

Notary Public for South Carolina
My Commission Expires: 7/17/24

Leslie Bagwell Fish
Witness
Leslie Bagwell Fish

When Recorded, Return to:

SC Housing Corp.
300-C Outlet Pointe Boulevard
Columbia, SC 29210

B O B
J. P. B.